

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK**

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LISA SIESTO,

Plaintiff (s),

- against-

CVS PHARMACY STORE#1115, Lindenhurst, NY,

Defendant (s).

Plaintiff designates
SUFFOLK COUNTY as the
Place of Trial

The Basis of Venue is the
Plaintiff's Residence

SUMMONS
Plaintiff resides at
Copiague, New York
COUNTY OF SUFFOLK

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TO THE ABOVE-NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer or, if the complaint is not served with this Summons, to serve a notice of appearance, on the plaintiff's attorneys within twenty (20) days after the service of this Summons, exclusive of the day of service (or within 30 days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Copiague, New York
August 26, 2020

Yours, etc.

COSTANTINO & COSTANTINO, LLP

By: _____
Steven A. Costantino, Esq.
Attorneys for Plaintiff
632 Merrick Road
Copiague, New York 11726
(631) 842-0255

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
LISA SIESTO,

Plaintiff,

VERIFIED COMPLAINT

-against-

CVS PHARMACY STORE#1115, Lindenhurst, NY,

Defendant.
-----X

Plaintiff, by her attorneys, COSTANTINO & COSTANTINO, LLP, complaining of the above-named Defendant, respectfully shows and alleges the following upon information and belief:

1. That at all times hereinafter mentioned, the Plaintiff, LISA SIESTO, was and still is over the age of eighteen (18) years and resides in the County of Suffolk and State of New York.

2. That upon information and belief, at all times hereinafter mentioned, the Defendant, CVS PHARMACY STORE#1115, Lindenhurst, NY (hereinafter referred to as "CVS PHARMACY"), was and still is a domestic business corporation organized and existing under and by virtue of the Laws of the State of New York and maintains its location for the operation of its business located 20 East Montauk Highway, Lindenhurst, New York 11757.

3. That upon information and belief, at all times hereinafter mentioned, the Defendant, CVS PHARMACY, was and still is a foreign corporation authorized to do business under and by virtue of the State of New York.

4. That at all times hereinafter mentioned, the premises known as 20 East Montauk Highway, Lindenhurst, New York 11757, were controlled by the Defendant, CVS PHARMACY, which conducted activities on the premises including the operation, management, maintenance, control, inspection, and supervision of a full scale pharmacy run by the said Defendant.

5. Upon information and belief, at all times hereinafter mentioned, the premises known as 20 East Montauk Highway, Lindenhurst, New York 11757 were operated, managed, maintained, controlled, inspected and supervised by Defendant, CVS PHARMACY.

6. That on the 8th day of July, 2020, and at all times hereinafter mentioned, it was the duty of Defendant, CVS PHARMACY, to own, operate, manage, control, inspect, maintain and supervise activities conducted on the premises known as 20 East Montauk Highway, Lindenhurst, New York 11757.

7. That at all times hereinafter mentioned, the Defendant, CVS PHARMACY, had a non-delegable duty to maintain the premises known as 20 East Montauk Highway, Lindenhurst, New York 11757, including all aiseways, and facilities, walkways, interior improvements in a reasonably safe and reasonable condition and free of dangers and hazards to those patrons lawfully upon said premises, including the Plaintiff, LISA SIESTO.

8. That on the 8th day of July, 2020, while the Plaintiff, LISA SIESTO, was lawfully upon the premises at 20 East Montauk Highway, Lindenhurst, New York 11757 as a business invitee, she was caused to trip and/or slip and fall, and sustain serious and permanent injuries.

9. That the above-mentioned occurrence, and the results thereof, was caused wholly and solely by the negligence and breach of duty of the Defendant, CVS PHARMACY, and/or the said Defendant, servants, agents, employees, and/or licensees in the ownership, inspection, operation, maintenance, and control of the premises known as 20 East Montauk Highway, Lindenhurst, New York 11757 and the activities conducted on the said premises and that the Defendant, CVS PHARMACY, was otherwise negligent, careless, and unskillful.

10. That the above-mentioned occurrence and the results thereof was caused wholly and solely by the negligence and breach of duty of the Defendant, CVS PHARMACY, and/or the said Defendant's servants, agents, employees, and/or licensees in the inspection, operation, management, maintenance and control of the aforesaid premises and the activities conducted on the said premises.

11. That the Defendant, CVS PHARMACY, its agents, servants, and employees were negligent, careless, and unskillful, in the operation, management, supervision, maintenance, control, repair, and upkeep of the aforesaid premises as follows: In allowing the aiseways and other areas designated and foreseeable for use by the Plaintiff and other patrons at the said premises to become hazardous in causing the Plaintiff to slip and fall and sustain serious permanent disabling injuries;

in failing to keep the premises reasonably safe from hazards, nuisances, and other dangerous conditions; in the supervision of guests and patrons at CVS PHARMACY, including the failure to provide a reasonably safe means of ingress and egress from the interior of the said premises to the Plaintiff, LISA SIESTO and others lawfully upon the said premises; in allowing foreign substances to permeate the area designated above, causing same to be dangerous, in causing and creating an obstruction and in knowingly permitting the said dangerous and defective conditions to remain and, in otherwise being reckless, careless, and unskillful and negligent in the premises.

12. That upon information and belief, the Defendant, CVS PHARMACY, had both actual and constructive notice of the conditions described above in that the said Defendant created the condition and, upon information and belief, same was present on a regular basis and existed prior to the accident complained of herein.

13. That no part of the accident complained of herein was caused by negligence on the party of the Plaintiff, LISA SIESTO, who's wholly free from any fault whatsoever in connection with the happening of the occurrence complained of herein.

14. That as a result of the foregoing, the Plaintiff, LISA SIESTO, was caused to sustain serious injuries and thereafter suffered pain, shock, mental anguish, and other serious and disabling injuries; that the injuries complained of herein and their effects will be permanent and disabling in nature; and that as a result of the said injuries, the Plaintiff, LISA SIESTO, has been caused to incur and will continue to incur expenses for medical care and attention and, as a further result, the said Plaintiff was and will continue to be rendered unable to perform her normal activities and duties and has sustained a permanent resulting loss therefrom.

15. That by reason of the foregoing, the Plaintiff, LISA SIESTO, has been damaged in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction herein.

WHEREFORE, Plaintiff, LISA SIESTO, prays for judgment against the Defendant, CVS PHARMACY LINDENHURST, NY, on the behalf of the cause of action alleged herein in amounts which exceed the jurisdictional limits of all lower courts that would otherwise have jurisdiction herein, together with the costs and disbursements of this action.

**Dated: August 26, 2020
Copiague, New York**

Yours, etc.,

COSTANTINO & COSTANTINO, LLP

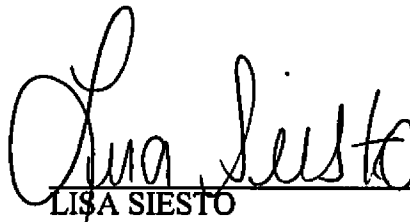
**By: _____
Steven A. Costantino, Esq.
Attorneys for Plaintiffs
632 Merrick Road
Copiague, New York 11726
(631) 842-0255**

VERIFICATION

STATE OF NEW YORK)
) SS.:
COUNTY OF SUFFOLK)

I, LISA SIESTO, being duly sworn deposes and says:

I am the Plaintiff in the within matter and have read the foregoing, **VERIFIED COMPLAINT** and state that the foregoing is true to my own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters, I believe it to be true.



LISA SIESTO

Sworn to before me this
26th day of August, 2020



Notary Public

ELIZABETH COSTANTINO
Notary Public, State of New York
Registration No. 01C06354924
Qualified in Suffolk County
Commission Expires 02/21/2021

Index No.: Year
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

LISA SIESTO,

Plaintiff (s),

-against-

CVS PHARMACY STORE#1115, Lindenhurst, NY,

Defendant (s).

SUMMONS AND VERIFIED COMPLAINT

COSTANTINO & COSTANTINO, LLP

Attorneys for Plaintiff

Office and Post Office Address, Telephone

632 Merrick Road

Copiague, New York 11726

(631) 842-0255

To: CVS Pharmacy,

Signature (Rule 130-1.1a)

Attorney(s) for Defendants

By:

Steven A. Costantino, Esq.

Service of a copy of the within

is hereby admitted.

Dated,

Attorney(s) for

Please take notice

☐ **NOTICE OF ENTRY**

that the within is a (*certified*) true copy of a
duly entered in the office of the clerk of the within named court on

☐ **NOTICE OF SETTLEMENT**

that an order
settlement to the HON.
of the within named court, at
on

of which the within is a true copy will be presented for
one of the judges

At

Dated,

Yours, etc.

COSTANTINO & COSTANTINO, LLP

Attorneys for Defendant

Office and Post Office Address, Telephone

632 Merrick Road

Copiague, New York 11726

(631) 842-0255